



NORTHBROOK RAIL CORPORATION

183/5
RECORDATION NO. FILED 1426

JUL 13 1993 3-10 PM

INTERSTATE COMMERCE COMMISSION

June 23, 1993

3-194A020

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Ave. NW
Room 2303
Washington DC 20423

Dear Ms. Lee:

Please record the enclosed Bills of Sale. I have included the \$16.00 recordation fee.

If you have any questions, please do not hesitate to contact me at 708/228-0660.

Sincerely,

Tracy De Leon

Tracy A. De Leon
Contract Coordinator

JUL 13 3 10 PM '93
MOTOR OPERATING UNIT

enclosures

Interstate Commerce Commission
Washington, D.C. 20423

7/14/93

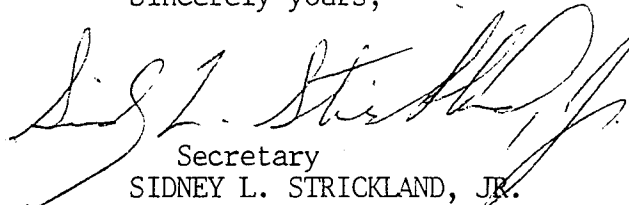
OFFICE OF THE SECRETARY

Tracy A. De Leon
Northbrook Rail Corporation
2025 South Arlington Heights Road Suite 119
Arlington Heights, Illinois 60005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **7/13/93** at **3:10pm**, and assigned
recordation number(s). **18315**

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

JUL 13 1993 3:10 PM

Bill of Sale

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that Westinghouse Electric Corporation, a Pennsylvania corporation, (herein "Seller"), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration paid by Northbrook Rail Corporation (herein "Purchaser"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Purchaser all right, title and interest in and to the personal property (herein "Equipment") more specifically described on Schedule I attached hereto:

EXCEPT AS STATED HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT.

Seller hereby warrants to the Purchaser, its successors and assigns, that, immediately prior to the delivery of this Bill of Sale, Seller had legal title to the Equipment and good and lawful right to sell the same, and that title to the Equipment is hereby duly vested in Purchaser free and clear of all liens, claims, encumbrances, taxes and rights of any other kind and nature whatsoever except as set forth in Schedule II attached hereto. Other than as such might arise from the interests set forth in Schedule II, Seller hereby covenants and agrees to reimburse, indemnify and hold harmless Purchaser from and against any loss, expense, damages, or deficiencies, up to the amount of the Consideration received by Seller arising from any and all claims, liens, encumbrances, taxes, and rights of others of any nature whatsoever assessed against such title forever.

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be executed and delivered in its name this 16th day of June, 1993.

Westinghouse Electric Corporation
c/o Westinghouse Financial Services

By: Title: VPReceipt

Purchaser hereby acknowledges receipt of the Cars identified in the foregoing Bill of Sale this 16th day of June, 1993.

Northbrook Rail Corporation

By: Title: Executive Vice President

WEC_Arch

**SCHEDULE I to Bill of Sale dated June 16, 1993
by and among Westinghouse Electric Corporation
("Seller") and Northbrook Rail Corporation ("Purchaser")**

Ninety-Five (95) open top hopper railcars (the "Cars") subject to a Bill of Sale dated June 16, 1993 by and among Westinghouse Electric Corporation ("Seller") and Northbrook Rail Corporation ("Purchaser"). All Cars are presently marked "WSOX", and the individual car numbers are:

6600-6609, 6612-6621, 6623-6627, 6629-6632, 6634-6637, 6639-6641, 6643, 6648-6650, 6652-6657, 6659, 6660, 6663-6665, 6667-6669, 6671, 6672, 6674, 6675, 6679, 6680, 6682-6684, 6686-6709, 6711, 6712, 6714-6719.

**SCHEDULE II to Bill of Sale dated June 16, 1993
by and among Westinghouse Electric Corporation
("Seller") and Northbrook Rail Corporation ("Purchaser")**

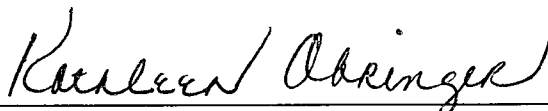
Lease agreement dated October 16, 1985 between Northbrook Corporation ("Northbrook Corp.") and Arch of Illinois, Inc., relating to 95 open top hopper cars. Northbrook Corp. assigned its right, title and interest in such lease to Upper Merion and Plymouth Leasing Co. ("UMPL") pursuant to an Assignment Agreement dated January 31, 1989 and UMPL assigned its right, title and interest in such lease to Westinghouse Credit Corporation pursuant to an Assignment Agreement dated December 21, 1989.

(STATE OF Pennsylvania)

(COUNTY OF Allegheny)

On this 16th day of June, 1993, before me personally appeared Brian J. Conn, personally known, who, being by me duly sworn, said he is an authorized officer of Westinghouse Financial Services Business Unit and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(seal)



Notary Public

My commission expires:

Notarial Seal
Kathleen Obringer, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug. 15, 1994

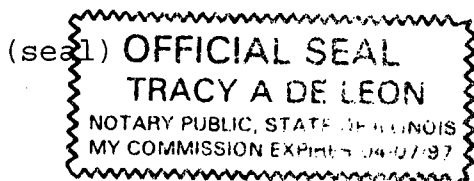
~~Member, Pennsylvania Association of Notaries~~

WEC_Arch

(STATE OF Illinois)

(COUNTY OF Cook)

On this 16th day of June, 1993, before me personally appeared Gerald L. Kilcoyne, personally known, who, being by me duly sworn, said he is an authorized officer of Northbrook Rail Corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Tracy A. De Leon

Notary Public

My commission expires:

4/7/97